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SPONSOR AGREEMENT

This Sponsor Agreement ("Agreement") is made as of July 1, 2019 (the "Effective Date"), by and between **Los Angeles Conservation Corps** (the "Corps") having a principal place of business at 1400 N. Spring St., Los Angeles, CA 90012 (Mailing Address: P.O. Box 861658, Los Angeles, CA 90086-1658), and **Little Tokyo Business Improvement District** ("Sponsor") located at 250 E. 1st St., Ste. 201, Los Angeles, CA 90012.

In consideration of mutual terms and conditions of this Agreement, the parties agree as follows:

1. Term.

The term of this Agreement shall commence on July 1, 2019 and terminate on June 30, 2020 (the "Term").

2. Services.

a. Scope of Work. During the Term, the Corps shall perform services for Sponsor as described and detailed in the "Scope of Work" or "SOW" attached hereto as Attachment A and incorporated into this Agreement. Said services specifically described in the SOW are referred to herein as "Services".

b. Performance. The Corps shall only be responsible for performing those Services expressly set forth in an SOW. The Corps shall perform the Services in accordance with the terms set forth in the applicable SOW, this Agreement, and any applicable laws and regulations.

c. Staffing. The Corps shall have the right to appoint any independent contractors, subcontractors or contractors (each a "Subcontractor") to perform the Services set forth hereunder without Sponsor's approval. Notwithstanding the appointment by the Corps of any Subcontractor, the Corps shall remain fully responsible for the performance of its obligations under this Agreement.

d. Conduct of Personnel. While at Sponsor's premises, each of the parties agree that it and its personnel and Subcontractors shall (i) comply with all reasonable requests, rules or regulations of the other party regarding safety, health, personal, and professional conduct applicable to such premises; and (ii) otherwise conduct themselves in a businesslike manner.

e. Status Reports. Unless expressly set forth in the SOW, the Corps shall not be required to submit to Sponsor periodic written status reports on the Corps' progress with respect to the performance of Services under this Agreement.

f. Acceptance. Upon completion of the Services under the applicable SOW, the Services shall be deemed complete, final and accepted by Sponsor unless Sponsor reasonably believes that the Services did not conform to the specifications set forth in the applicable SOW and notifies the Corps of such within five (5) calendar days of the Corps' completion of the Services. The parties shall discuss any alleged non-conforming Services in good faith. If the parties agree that such Services did not conform to the specifications set forth in the applicable SOW, the parties shall extend the delivery date for such Services and Sponsor shall not be charged for any subsequent Services performed by the Corps pursuant to the applicable SOW.

g. Obligations of Sponsor. In addition to the obligations of Sponsor hereunder, the Corps' performance of the Services is conditioned upon those additional obligations of Sponsor that are

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set forth in the applicable SOW, including, without limitation, the obligation to procure and provide any tools, equipment or materials which are specifically set forth in the SOW.

3. Compensation and Invoicing.

a. Prices. The fees charged for Services rendered under this Agreement are set forth in the Scope of Work (Attachment A). Sponsor agrees to pay the Corps in accordance with the fees and payment terms specified in the Scope of Work (Attachment A).

b. Additional Fees; Taxes. Prices are exclusive of all country, provincial, state and local sales, use, value added, excise, privilege, franchise and similar taxes. Taxes imposed on the Corps (other than taxes related to the Corps' income and payroll) in connection with the Services rendered under this Agreement will be paid by Sponsor and will appear as separate items on the Corps' invoices.

4. Relationship of Parties.

a. Independent Contractor. The Corps is an independent contractor and is not an agent or employee of, and has no authority to bind, Sponsor by contract or otherwise. The Corps will perform the Services under the general direction of Sponsor, but the Corps will determine, in the Corps' sole discretion, the manner and means by which the Services are accomplished, subject to the requirement that the Corps shall at all times comply with applicable law. Sponsor has no right or authority to control the manner or means by which the Services are accomplished.

b. No Joint Venture. Nothing in this Agreement will be deemed or construed as creating a joint venture or partnership between any of the parties hereto. No party is, by virtue of this Agreement, authorized as an agent, employee, or legal representative of any other party. No party will have any power or authority to bind or commit any other. No party will hold itself out as having any authority or relationship in contravention of this Section.

5. Insurance.

a. Liability Insurance. The Corps will maintain insurance that it deems, in its sole and absolute discretion, to be adequate to protect it from the following: (i) claims under workers' compensation and state disability acts; (ii) claims for damages because of bodily injury, sickness, disease or death that arise out of any negligent act or omission of the Corps or its employees, Subcontractors or other Corps agents ("Personnel"); and (iii) claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from that arise out of any negligent act or omission of the Corps or its Personnel.

6. Indemnification.

Each of the parties will indemnify, defend, and hold harmless the other party and their respective officers, directors, members, employees and assigns from and against all claims, damages, losses and expenses, including court costs and reasonable fees and expenses of attorneys, expert witnesses, and other professionals, arising out of or in connection with this Agreement and from any losses occurring or resulting to any person, firm or corporation who may be injured or damaged in connection with this Agreement. The duties to indemnify and defend shall survive the termination of this Agreement.

7. Termination and Expiration.

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a. For Cause Termination. Either party may immediately terminate this Agreement and all applicable Scope of Work without providing any advance notice if, in the reasonable, good faith opinion of such party, the other party has: (1) committed an act of fraud, embezzlement, or misappropriation involving such party; (2) committed an act, or failed to commit an act, involving the other party that amounts to willful misconduct, wanton misconduct, or gross negligence; (3) materially breached this Agreement provided that such party has not cured such breach within five (5) days of written notice of the breach; or (4) become bankrupt, insolvent or made an assignment for the benefit of creditors.

b. Termination Without Cause. Notwithstanding anything in this Section 7 to the contrary, either party shall have the right to terminate this Agreement or any Scope of Work hereunder without cause by providing the other party with thirty (30) days' advance written notice of its intent to terminate the Agreement ("Notice of Termination Period"). The parties agree to deal with each other in good faith during the Notice of Termination Period and continue to perform all obligations under this Agreement until the expiration of the notice period. All rights and obligations under this Agreement shall immediately cease upon termination of the Agreement unless otherwise provided herein.

c. Expiration. Unless terminated earlier, this Agreement will automatically expire at the end of the Term.

d. No Election of Remedies. The election by a party to terminate this Agreement in accordance with its terms shall not be deemed an election of remedies and all other remedies provided by this Agreement, available at law, or in equity shall survive any termination.

8. Representations and Warranties; Limitation of Liability.

a. Representations and Warranties. Each of the parties hereto represents and warrants to the other party that: (i) it shall adhere to all applicable laws and regulations relating to the Services, including, without limitation, all work place safety, hiring and environmental laws and regulations; (ii) it has the full right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (iii) its execution of this Agreement and its performance of its respective obligations and duties hereunder do not and will not violate any agreement to which it is a party or by which it is otherwise bound; and (iv) when executed and delivered, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms.

b. Limitation of Liability. IN NO EVENT SHALL THE CORPS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE CORPS HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

9. General Provisions.

a. Notice. Any notice or other communication hereunder shall be in writing and will be deemed to have been given for all purposes (i) on the delivery date, if delivered by confirmed facsimile or delivered personally to the party to whom the same is directed; (ii) one business day after deposit with an overnight carrier, with written verification of receipt; or (iii) five (5) business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. Notice shall be provided to the following:

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For Corps:

Wendy Butts
Chief Executive Officer
LA Conservation Corps
P.O. Box 861658
Los Angeles, CA 90086-1658
Phone: 213-362-9000 ext. 206
Fax: 213-362-7950
Email: wbutts@lacorps.org

For Sponsor:

Ellen Endo, Co-Chair
Little Tokyo Business Improvement District
250 E. 1st St., Ste. 201
Los Angeles, CA 90012
Phone: 818-512-8791
Email: ellenendo@yahoo.com

b. No Waiver. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of such waiver is sought. The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance.

c. Entire Agreement. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements of the parties with respect to the subject matter hereof. Neither party shall be bound by any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement). No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the party subject to enforcement of such amendment.

d. Further Assurances. Each of the parties shall take such action (including, but not limited to, the execution, acknowledgment and delivery of documents) as may reasonably be requested by the other party for the implementation or continuing performance of this Agreement.

e. Severability. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to this Agreement, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law; and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

f. Remedies. Except where otherwise specified, the rights and remedies granted to a party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the party may possess at law or in equity.

g. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of California, United States, without regard to its conflict of laws principles.

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h. Arbitration**.** In the event any dispute should arise between the parties to this Agreement as to the validity, construction, enforceability or performance of this Agreement or any provision hereof, such dispute shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association with the seat of such arbitration in Los Angeles, California. The arbitrator shall have the discretion to award reasonable attorneys' fees and costs to the prevailing party. Judgment upon the arbitration award may be entered in any court of competent jurisdiction.

i. Force Majeure. Neither party shall be responsible for failure to fulfill its obligations under this Agreement (other than obligations relating solely to the payments of money) if such failure is caused by material events beyond such party's reasonable control such as terrorism, war, sabotage, insurrection, riots, civil disobedience and the like, acts of governments and agencies thereof, labor disputes, accidents, fires, natural disasters or acts of God. In such event, the delayed party shall perform its obligations hereunder promptly after the cause of the failure has abated.

j. Modifications. No amendments, alterations, modifications, revisions or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

LOS ANGELES CONSERVATION CORPS	**LITTLE TOKYO BUSINESS IMPROVEMENT DISTRICT** ("Sponsor")
By: DocuSigned by: Wendy Butts 3430E70CC0CD419...	By:
Name: Wendy Butts	Name: Ellen Endo
Title: Chief Executive Officer	Title: Co-Chair & Administrator
Date: 8/6/2019	Date: July 30, 2019

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ATTACHMENT A

SCOPE OF WORK

1. **Service(s)**. The Services to be performed by the Corps pursuant to this Agreement, for the project entitled Little Tokyo BID Maintenance, are as follows:

Service(s)	Start Date	Completion Date
The Corps shall sweet sidewalks and remove trash can liners within the entire district 4 days per month	July 1, 2019	June 30, 2020
The Corps shall provide pressure washing services at an additional rate, if necessary	July 1, 2019	June 30, 2020

2. **Fees.** The fees charged by the Corps for the Services rendered pursuant to this Agreement and the payment terms are as follows:

Fees	Payment Terms
$2,916.19 per month with an additional $500.00 per day for pressure washing, if necessary; with an amount not to exceed a total of $34,994.28.	Payment terms shall be net 30 days from the date of invoice.

3. **Tools, Equipment, or Materials Provided by Sponsor**. In addition to the obligations of Sponsor set forth in this Agreement, Sponsor shall be responsible for procuring the following tools, equipment and materials (including the responsibility for maintenance thereof) in the quantities set forth herein, which the parties agree are necessary to complete the Services.

Item	Quantity	Responsible Party
Vehicle, dust pans, brooms, and trash bags	As needed	Corps
Pressure washing machine (additional rate includes pressure washer)		Corps

4. **Contact Personnel for Project.** Project related inquiries shall be directed to:

Corps:
Name: Lorena Umana, Program Coordinator
Phone: 323-830-5771
Email: lochoa@lacorps.org

Sponsor:
Name: Ellen Endo
Phone: 818-512-8791
Email: ellenendo@yahoo.com